



WILLIAM T FUJIOKA
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

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LOS ANGELES, CALIFORNIA 90012
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February 6, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**CHIEF INFORMATION OFFICE: APPROVE THE AGREEMENT WITH
WOOLPERT, INC. FOR DEVELOPMENT OF A PERMIT AND LAND
MANAGEMENT SYSTEM FEASIBILITY AND REQUIREMENTS STUDY
(ALL DISTRICTS – 3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chair of the Board to sign an agreement for a two-year term effective upon Board approval with Woolpert, Inc. (Woolpert) for the development of a Permit and Land Management System Feasibility and Requirements Study, with a total maximum obligation of \$775,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to contract with Woolpert for consulting services to develop a comprehensive Feasibility and Requirements Study (FRS) regarding the strategic direction and implementation approach for an enterprise Permit and Land Management System (PALMS). The FRS is intended to:

- Analyze the business value of an integrated, enterprise land management and permit tracking system;
- Provide the Board, Chief Executive Office and participating departments with a clear understanding of the costs and challenges of implementing such as solution;
- Identify possible ways such challenges can be met;
- Document requirements for an integrated system; and
- Provide recommendations for a system development and implementation strategy.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

Background

Acting on a recommendation submitted on March 29, 2007 from the County Counsel, Chief Information Officer and Director of Public Works, the Board directed the Department of Public Works (DPW), Department of Regional Planning (DRP), Fire Department and the Department of Public Health's Office of Environmental Health, under the leadership and direction of the Chief Information Office (CIO), to obtain consultant services for an Electronic Development and Permit Tracking System (eDAPTS) Feasibility and Requirements Study. An Executive Steering Body and Project Team were formed that included the participating departments listed above, as well as the Department of Parks and Recreation (Parks) and the Chief Executive Office (CEO). The project was renamed the Permit and Land Management System (PALMS).

The PALMS project team developed and issued a comprehensive Request for Proposals (RFP) and Woolpert was selected as the most qualified consultant to perform the FRS.

Implementation of Strategic Plan Goals

This action supports the County's Strategic Plan Goals for Service Excellence, Fiscal Responsibility and Organizational Effectiveness. The PALMS FRS will provide the County with a basis for improvements in the efficiency and effectiveness of permitting and land development services and a clear roadmap for the future system implementation.

FISCAL IMPACT/FINANCING

This contract with Woolpert will be funded with monies remaining in the DPW and ITF eDAPTS project budgets.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This agreement will become effective upon Board approval and will have a two-year term. Woolpert agrees to all of the County's standard terms and conditions, including compliance with the Jury Service Program, Child Support Program, Consideration of GAIN/GROW Participants for Employment, and the Safely Surrendered Baby Law.

The terms and conditions of the agreement have been approved as to form by County Counsel. This agreement is not a Proposition A contract and is, therefore, not subject to the requirements of the Living Wage Program (County Code Chapter 2.202).

CONTRACTING PROCESS

Woolpert was selected through a formal open, competitive solicitation process. The CIO prepared and released a RFP on August 30, 2007. The RFP was distributed to 48 vendors that had been prequalified through the County's Information Technology Support Services Master Agreement (ITSSMA) in the categories of Long Range Information Systems Planning and System Requirements/Technical Architecture Studies and was posted on the County's "Doing Business with the County" website. A mandatory Proposers' Conference was held on September 18, 2007, to present an overview of the RFP and to answer vendor questions. On the due date of October 12, 2007, three proposals were received.

The evaluation process followed recommended County guidelines. The proposal evaluation committee was comprised of representatives from the following departments; CIO, DPW, DRP, Fire and Parks. The committee's evaluation was based upon criteria described in the RFP, which included qualifications, approach, quality control plan, references, and proposed price. The evaluation process included reference checks, a comprehensive review of the proposals, and oral presentations by the finalists. The evaluation committee reached consensus at each phase of the evaluation process.

Based upon the evaluation, Woolpert was found to be the most responsive and qualified proposer, as it demonstrated a good understanding of the RFP Statement of Work and County requirements, and presented the lowest total cost.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

With the assistance of Woolpert, the project departments will define the vision for an integrated, enterprise land management system and its business value. Existing permit and land management business processes will be documented, and specific opportunities for improvement will be defined. Challenges to an enterprise system will be defined as well as approaches for overcoming the challenges. System requirements will be defined, and a detailed analysis of technology alternatives will be developed. Specific technology alternatives to be analyzed include 1) the use of commercial-off-the shelf (COTS) software; 2) custom development of new applications, and 3) a collection of independent applications that share a common set of core data elements. Recommendations regarding the business process and technology approach will be developed. The governance structure, development strategy and implementation strategy will be documented and presented. This consulting services project will define the basis for improvements in the efficiency and effectiveness of the County's permitting and land development services.

Honorable Board of Supervisors
February 6, 2008
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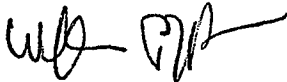
Following the completion of this consulting services project, any subsequent agreements for development or acquisition of a Permit and Land Management System will be submitted to your Board for approval.

CONCLUSION

Approval to proceed with the contract will facilitate the County's efforts to offer streamlined and improved permit and land management services to the public.

Following execution by your Board, please return to my office three (3) executed copies of the agreement.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:ES:JWF
GS:JY:ef

Attachments (1)

c: Auditor Controller
County Counsel

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
WOOLPERT, INC.
FOR
PALMS FRS CONSULTING SERVICES**

This Contract is made and entered into this ____ day of _____, 2008 by and between the County of Los Angeles ("County"), by and through its Department of the Chief Information Office ("Department") and Woolpert, Inc., an Ohio corporation, headquartered at 116 Inverness Drive East, Denver, CO 80112-5125 ("Contractor").

RECITALS

WHEREAS, County may contract with private businesses for consulting services when certain requirements are met;

WHEREAS, Contractor is a private firm specializing in providing consulting services;

WHEREAS, County desires to employ Contractor to provide certain consulting services in connection with the development of a feasibility and requirements study ("FRS") for a permit and land management system ("PALMS").

NOW THEREFORE, in consideration of the foregoing, the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following:

1.0 AGREEMENT AND INTERPRETATION

- 1.1 Agreement. This base document along with Exhibits A through L_ and any schedules attached hereto or thereto collectively constitute and throughout and hereinafter are referred to as the "Contract." This Contract shall constitute the complete and exclusive statement of understanding between County and Contractor and supersedes any and all prior and contemporaneous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement.
- 1.2 Interpretation. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, subtask, deliverable, goods, service, or other work, or otherwise, such conflict or inconsistency shall be resolved by giving precedence first to this base document and then to the Exhibits according to the following priority:

EXHIBIT A - Statement of Work

EXHIBIT B - Pricing Schedule

EXHIBIT C – Payment Schedule

EXHIBIT D – Contractor's Written Response to County Questions

EXHIBIT E - Contractor's Proposal (incorporated by reference)

EXHIBIT F - County's RFP and Addendum (incorporated by reference)

EXHIBIT G -Contractor's EEO Certification

EXHIBIT H -County's Administration

EXHIBIT I -Contractor's Administration

EXHIBIT J -Contractor's Acknowledgement and Confidentiality Agreement

EXHIBIT K - Jury Service Ordinance

EXHIBIT L -Safely Surrendered Baby Law

- 1.3 Construction. The words "herein", "hereof", and "hereunder" and words of similar import used in this Contract refer to this Contract, including all annexes, attachments, Exhibits, and Schedules as the context may require. Wherever from the context it appears appropriate, each term stated in either the singular or the plural shall include the singular and the plural. Whenever examples are used in this Contract with the words "including", "for example", "e.g.", "such as", "etc.", or any deviation of such words, such examples are intended to be illustrative and not limiting.

2.0 WORK

- 2.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 2.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

3.0 TERM OF CONTRACT

- 3.0 The term of this Contract shall be two (2) years commencing upon execution hereof by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 3.2 County shall have the sole option to extend the Contract term for up to one (1) additional one-year period and six (6) month to month extensions, for a maximum total Contract term of three (3) years and six (6) months. Each such option and extension shall be exercised at the sole discretion of County's Chief Information Officer or his or her designee as authorized by the Board of Supervisors.

- 3.3 The Contractor shall notify the Department when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the Department at the address set forth in Exhibit E (County's Administration).

4.0 MAXIMUM CONTRACT SUM

- 4.1 The total compensation to be paid to Contractor under this Contract shall not exceed Seven hundred and seventy five thousand Dollars (\$775,000) (the "Maximum Contract Sum"), as detailed in Exhibit B (Pricing Schedule).
- 4.2 Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with County's express prior written approval.
- 4.3 Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Department at the address set forth in Exhibit H (County's Administration).
- 4.4 Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by

County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

4.5 Invoices and Payments.

- 4.5.1 Contractor shall invoice County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder. Contractor shall prepare invoices, which shall include the charges owed to Contractor by County under the terms of this Contract. Contractor's payments shall be as provided in Exhibit B (Pricing Schedule), and Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by County. If County does not approve work in writing no payment shall be due to Contractor for that work.
- 4.5.2 Contractor's invoices shall be priced in accordance with Exhibit C (Payment Schedule).
- 4.5.3 Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 4.5.4 Contractor shall submit the monthly invoices to the County by the fifteenth (15th) calendar day of the month following the month of service.
- 4.5.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

John Arnstein, Associate CIO
500 W. Temple St. Suite 493
Los Angeles, CA. 90012
213-974-1712
213-215-9553 mobile
213-613-4732 fax

- 4.5.6 All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld
- 4.5.7 Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

5.0 ADMINISTRATION OF CONTRACT – COUNTY

A listing of all County Administration referenced in the following Paragraphs is set forth in Exhibit H (County's Administration). County shall notify Contractor in writing of any change in the names or addresses shown.

5.1 County's Project Director

Responsibilities of County's Project Director include:

- ensuring that the objectives of this Contract are met; and
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

5.2 County's Project Manager

The responsibilities of County's Project Manager include:

- meeting with Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

A listing of all Contractor Administration referenced in the following Paragraphs is set forth in Exhibit I (Contractor's Administration). Contractor shall notify County in writing of any change in the names or addresses shown.

6.1 Contractor's Project Manager

Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Project Manager on a regular basis.

6.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

6.3 Contractor's Staff Identification

All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times.

6.3.1 Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.

6.3.2 Contractor shall notify the County within one (1) business day when staff is terminated from working under this Contract. Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has terminated employment with the Contractor.

6.3.3 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's ID badge to the County on

the next business day after the employee has been removed from working on this Contract.

6.4 Background and Security Investigations

- 6.4.1 At any time prior to or during term of this Contract, County may require that all Contractor's staff performing work under this Contract undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance.
- 6.4.2 County may request that Contractor's staff be immediately removed from working on this Contract at any time during the term of this Contract. County will not provide to Contractor nor to Contractor's staff any information obtained through County conducted background clearance.
- 6.4.3 County may immediately, in its sole discretion, deny or terminate facility access to those of Contractor's staff who do not pass such investigation(s) to the satisfaction of County or whose background or conduct is incompatible with County facility access.
- 6.4.4 Disqualification, if any, of the Contractor's staff pursuant to this Paragraph 6.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

6.5 Confidentiality

- 6.5.1 Contractor shall maintain the confidentiality of all records obtained from County under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

- 6.5.2 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 6.5.3 The Contractor shall sign and adhere to the provisions of Exhibit J (Contractor Acknowledgement, Confidentiality Agreement and Copyright Assignment).

7.0 ADDITIONAL TERMS AND CONDITIONS

7.1 Amendments

- 7.1.1 For any change which materially affects the scope of work, term, Maximum Contract Sum, payments, or any other term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the County's Board of Supervisors.
- 7.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the County's Chief Information Officer or his or her designee.
- 7.1.3 The County's Chief Information Officer, or his or her designee, may in his or her sole discretion, authorize extensions of time as defined in Paragraph 3.0 (Term of Contract). Unless otherwise agreed to in an amendment to this Contract, Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be

prepared and executed by the Contractor and by the County's Chief Information Officer, or his or her designee.

7.2 Assignment and Delegation

7.2.1 Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph 7.2, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

7.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

7.2.3 If any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination,

County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

7.3 Authorization Warranty

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

7.4 Budget Reductions

In the event that County's Board of Supervisors adopts, in any fiscal year, a County budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by Contractor under this Contract shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentences, Contractor shall continue to provide all of the services set forth in this Contract.

7.5 Complaints

Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

7.5.1 Within 5 business days after the Contract effective date, Contractor shall provide County with Contractor's policy for receiving, investigating and responding to user complaints.

7.5.2 County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.

- 7.5.3 If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 7.5.4 If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.
- 7.5.5 Contractor shall preliminarily investigate all complaints and notify County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 7.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 7.5.7 Copies of all written responses shall be sent to County's Project Manager within three (3) business days of mailing to the complainant.

7.6 Compliance with Applicable Law

- 7.6.1 Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 7.6.2 Contractor shall indemnify and hold harmless County from and against any and all liability, damages, reasonable costs, and expenses, including, but not limited to, reasonable defense costs and attorneys' fees, to the extent caused by any violation on the part of Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

7.7 Compliance with Civil Rights Laws

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color,

sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D (Contractor's EEO Certification).

7.8 Compliance with County's Jury Service Program

7.8.1 This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit K (Jury Service Ordinance) and incorporated herein by this reference.

7.8.2 Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

7.8.3 For purposes of this Paragraph 7.8, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or

more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Paragraph 7.8. The provisions of this Paragraph 7.8 shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

7.8.4 If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

7.8.5 Contractor's violation of this Paragraph 7.8 of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County

contracts for a period of time consistent with the seriousness of the breach.

7.9 Conflict of Interest

7.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

7.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph shall be a material breach of this Contract.

7.10 Consideration of Hiring County Employees Targeted for Layoff or on Re-employment List

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give first consideration for such employment openings to

qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

7.11 Consideration of Hiring Gain/Grow Program Participants

7.11.1 Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to Contractor.

7.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

7.12 Contractor Responsibility and Debarment

7.12.1 A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

7.12.2 Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the Contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a

specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

- 7.12.3 County may debar a contractor if the Board of Supervisors finds, in its discretion, that the contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

7.12.4 Contractor Hearing Board

1. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Department shall be

- provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
 4. If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.
 5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing

on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

7.12.5 These terms shall also apply to subcontractors of County contractors.

7.13 Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

7.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program

7.14.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

7.14.2 As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

7.15 County's Quality Assurance Plan

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

7.16 Damage to County Facilities, Buildings or Grounds

7.16.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

7.16.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

7.17 Employment Eligibility Verification

7.17.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

7.17.2 Contractor shall indemnify and hold harmless County, its officers and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

7.18 Facsimile Representations

County and Contractor hereby agree to regard facsimile representations of

original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 7.1 (Amendments), and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

7.19 Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify and hold harmless County and its officers and employees from liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

7.20 Force Majeure

7.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph 7.20 as "force majeure events").

7.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for

failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph, the term "subcontractors" and "subcontractors" mean subcontractors at any tier.

7.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

7.21 Governing Law, Jurisdiction and Venue

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

7.22 Independent Contractor Status

7.22.1 This Contract is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

7.22.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

7.22.3 Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

7.22.4 Contractor shall adhere to the provisions stated in Paragraph 6.5 (Confidentiality).

7.23 Indemnification

Contractor shall indemnify and hold harmless County, its Special Districts, elected and appointed officers, and employees from and against liability, including but not limited to demands, claims, actions, fees, reasonable costs, and expenses (including reasonable defense attorney and expert witness fees), to the extent caused by the negligent or intentional acts and/or omissions of Contractor, its subcontractors, and the employees, officers, and directors of either in performance of this Contract.

7.24 General Insurance Requirements

Without limiting Contractor's indemnification of County and during the term of this Contract, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County. Such coverage shall be provided and maintained at Contractor's own expense.

7.24.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

Chief Information Office, 500 West Temple Street, Room 493,
Los Angeles, CA 90012 prior to commencing services under this
Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverages required in this Contract;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

7.24.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

7.24.3 Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting

from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

7.24.4 Notification of Incidents, Claims or Suits: Contractor shall report to the County:

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County's Project Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

7.24.5 Compensation for County Costs: In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

7.24.6 Insurance Coverage Requirements for Subcontractors: The Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The Contractor providing evidence of insurance covering the activities of subcontractors, or
- The Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

7.25 Insurance Coverage Requirements

7.25.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

7.25.2 Automobile Liability insurance written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

7.25.3 Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident: \$1 million
Disease - policy limit: \$1 million
Disease - each employee: \$1 million

7.25.4 Professional Liability insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per claim and \$2 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

7.26 Liquidated Damages

7.26.1 If, in the judgment of the Department Head, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire milestone payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.

7.26.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the Contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Milestone Contract Sum; and/or

- (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per business day per infraction, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or
- (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

7.26.3 The action noted in Paragraph 7.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

7.26.4 This Paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in Paragraph 7.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

7.27 Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in

this Contract, then such lower prices shall be immediately extended to the County.

7.28 Nondiscrimination and Affirmative Action

7.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

7.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit G (Contractor's EEO Certification).

7.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

7.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

7.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or

political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

7.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 7.28 when so requested by the County.

7.28.7 If the County finds that any provisions of this Paragraph 7.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

7.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

7.29 Non-Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

7.30 Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

7.31 Notice of Disputes

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Project Executive or designee shall resolve it.

7.32 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

7.33 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit K of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

7.34 Notices

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit H (County's Administration) and Exhibit I (Contractor's Administration). Addresses may be changed by

either party giving ten (10) days' prior written notice thereof to the other party. The County's Chief Information Officer, or his or her designee, shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

7.35 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

7.36 Public Records Act

7.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 7.38 (Record Retention and Inspection/Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents and information become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary".

7.36.2 Notwithstanding any other provision of this Contract, including Paragraph 7.36.1, County shall not be liable, responsible or obligated in any way under this Contract for:

7.36.2.1 Any of Contractor's confidential documents or information not plainly and prominently marked with restrictive legends; and

7.36.2.2 Any disclosure of confidential information or documents which County is required to make under the Public Records Act or otherwise by law, provided County shall notify Contractor of its decision to disclose any confidential information or documents, and shall cooperate reasonably, at Contractor's expense, with any effort to secure confidential treatment of such material, provided, further, that such cooperation does not cause County to be in violation of the Public Records Act, or any other applicable law or judicial order compelling such disclosure.

7.37 Publicity

7.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

7.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 7.37 shall apply.

7.38 Record Retention and Inspection/Audit Settlement

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, unless a more economical arrangement can be agreed to by the parties, at the County's option, the Contractor shall pay the County for travel, per diem, and other related direct costs incurred by the County for one County representative, and not to exceed a period of more than three days, to examine, audit, excerpt, copy, or transcribe such material at such other location.

7.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

7.38.2 Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 7.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

7.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

7.39 Recycled Bond Paper

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

7.40 Subcontracting

7.40.1 The requirements of this Contract may not be subcontracted by Contractor without the advance written approval of County. Any attempt by Contractor to subcontract without the prior consent of County may be deemed a material breach of this Contract.

7.40.2 If Contractor desires to subcontract, Contractor shall provide the following information promptly at County's request:

- A description of the work to be performed by the subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- 7.40.3 Contractor shall indemnify and hold County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
- 7.40.4 Contractor shall remain fully responsible for all performances required of it under this Contract, including those that Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.
- 7.40.5 County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. Contractor is responsible to notify its subcontractors of this County right.
- 7.40.6 County's Project Director is authorized to act for and on behalf of County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by County, Contractor shall forward a fully executed subcontract to County for its files.
- 7.40.7 Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.
- 7.40.8 Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by County from each approved subcontractor. Contractor shall ensure delivery of all such documents to Chief Information

Office, 500 West Temple Street, Room 493, Los Angeles, CA 90012 before any subcontractor employee may perform any work hereunder.

7.40.9 No provision in this Contract shall be construed as creating any rights, benefits, or causes of action for any third party against either Contractor or County.

7.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 7.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Contract pursuant to Paragraph 7.43 (Termination for Default) and pursue debarment of Contractor pursuant to County Code Chapter 2.202.

7.42 Termination for Convenience

7.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

7.42.2 After receipt of a notice of termination and except as otherwise directed by the County, Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not

have been terminated by such notice.

7.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with Paragraph 8.38 (Record Retention & Inspection/Audit Settlement).

7.43 Termination for Default

7.43.1 County may, by written notice to Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract.
- In any of the foregoing cases, in order for County to terminate this Contract pursuant to this Paragraph 7.43, Contractor must also fail to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

7.43.2 In the event that County terminates this Contract in whole or in part as provided in Paragraph 7.43.1, County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated, subject to County's obligation to mitigate excess costs and damages. Contractor shall be liable to County for any and all reasonable excess costs incurred by County for such similar goods and services. Contractor shall continue the performance of this

Contract to the extent not terminated under the provisions of this Paragraph 7.43.

7.43.3 Except with respect to defaults of any subcontractor, Contractor shall not be liable for any such excess costs of the type identified in Paragraph 7.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph 7.43.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

7.43.4 If, after County has given notice of termination under the provisions of this Paragraph 7.43, it is determined by County that Contractor was not in default under the provisions of this Paragraph 7.43, or that the default was excusable under the provisions of Paragraph 7.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 7.42 (Termination for Convenience).

7.43.5 The rights and remedies of County provided in this Paragraph 7.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

7.44 Termination for Improper Consideration

7.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

7.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

7.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

7.45 Termination for Insolvency

7.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been

filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

7.45.2 The rights and remedies of the County provided in this Paragraph 7.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

7.46 Termination for Non-Adherence to County Lobbyist Ordinance

Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyist or County Lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which County may, in its sole discretion, immediately terminate or suspend this Contract.

7.47 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Contract in County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County shall notify Contractor in writing prior to June 30 of any such non-allocation of funds for the following fiscal year.

7.48 Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

7.49 Waiver

No waiver by County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 7.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

7.50 Warranty Against Contingent Fees

7.50.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

7.50.2 For breach of this warranty, County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

7.51 Local Small Business Enterprise (SBE) Preference Program

7.51.1 This Contract is subject to the provisions of County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

7.51.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid

another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

7.51.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

7.51.4 If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to County any difference between the contract amount and what County's costs would have been if this Contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply if Contractor is no longer eligible for certification as a result in a change of its status and Contractor failed to notify the State and County's Office of Affirmative Action Compliance of this information.

7.52 Ownership of Materials, Software and Copyright

7.52.1 Upon receipt by Contractor of payment for services rendered under this Contract, County shall be the sole owner of all right,

title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through Contractor's work pursuant to this Contract. Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in County all of Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor's work under this Contract.

- 7.52.2 During the term of this Contract and for five (5) years thereafter, Contractor shall maintain and provide security for all of Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 7.52.3 Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Contract, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "Propriety" or "Confidential" on each appropriate page of any document containing such material.
- 7.52.4 County will use reasonable means to ensure that Contractor's proprietary and/or confidential items are safeguarded and held in confidence. County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.
- 7.52.5 Notwithstanding any other provision of this Contract, County will not be obligated to Contractor in any way under Paragraph 7.52.4 for any of Contractor's proprietary and/or confidential items which

are not plainly and prominently marked with restrictive legends as required by Paragraph 7.52.3 or for any disclosure which County is required to make under any state or federal law or order of court.

7.52.5 All the rights and obligations of this Paragraph 7.52 shall survive the expiration or termination of this Contract.

7.53 Patent, Copyright and Trade Secret Indemnification

7.53.1 Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and reasonable defense attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, to the extent related to the operation and utilization of Contractor's work under this Contract. County shall inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support Contractor's defense and settlement thereof. Notwithstanding, the indemnification, defense, and hold harmless obligations of this provision shall not apply to any damages, costs, expenses, and claims arising from any method, process, or routine that the County specifically requires Contractor to use in performance of this Contract or incorporate into the deliverables.

7.53.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

7.53.3 Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Contractor, in a manner for which the questioned product was not designed nor intended.

7.54 Transitional Job Opportunities Preference Program

7.54.1 This Contract is subject to the provisions of County's ordinance entitled "Transitional Job Opportunities Preference Program", as codified in Chapter 2.205 of the Los Angeles County Code.

7.54.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

7.54.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

7.54.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of

such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

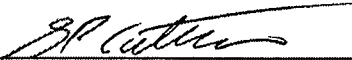
The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

7.55 Prohibition from Participation in Future Solicitations

Neither Contractor nor any subsidiary of or subcontractor to Contractor shall participate in any way in any future solicitation conducted by County that includes or is based upon any solicitation document that is developed as a result of the services rendered by Contractor under this Contract. As this prohibition applies to subcontractors of Contractor, Contractor shall notify any subcontractors providing services under this Contract of this prohibition before they commence work under this Agreement. Any response to a solicitation submitted by Contractor or by any subsidiary of or subcontractor to Contractor in violation of this provision shall be rejected by County. This provision shall survive the expiration or other termination of this Contract.

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

**CONTRACTOR:
WOOLPERT, INC.**

By 

SCOTT P. CATRAN
Print Name

VICE PRESIDENT
Print Title

COUNTY OF LOS ANGELES

By _____
(Mayor/Chairman), Board of Supervisors


ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR..
County Counsel

By 
Jose Silva
Principal Deputy County Counsel

CONTRACT EXHIBITS

- A STATEMENT OF WORK
- B PRICING SCHEDULE
- C PAYMENT SCHEDULE
- D CONTRACTOR'S WRITTEN RESPONSES TO COUNTY QUESTIONS
- E CONTRACTOR'S PROPOSAL
- F COUNTY'S RFP AND ADDENDUM
- G CONTRACTOR'S EEO CERTIFICATION
- H COUNTY'S ADMINISTRATION
- I CONTRACTOR'S ADMINISTRATION
- J CONTRACTOR ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT
- K JURY SERVICE ORDINANCE
- L SAFELY SURRENDERED BABY LAW

EXHIBIT – A

Statement of Work

Project Understanding



Los Angeles County is seeking to partner with Woolpert to provide consulting services for studying the feasibility of and requirements for a Permit and Land Management System (PALMS). In 2001 the County initiated a project for the implementation of a commercial off-the-shelf (COTS) solution to enable the automation and streamlining of the permitting process. This project, the eDAPTS project, was later extended to many additional departments within the County and was determined to not be the optimal solution from an enterprise perspective. Subsequently the County has determined the need to evaluate a system from a "business process" perspective to ensure selection or development of a system that will better benefit the representative departments as a whole.

The goals for this project, as stated by the County, are as follows:

- Analyze the business value of an integrated, enterprise solution for the County.
- Provide a clear and concise explanation to the Board and representative departments of the costs, benefits and challenges of implementing the PALMS vision.
- Provide recommendations of how implementation challenges and risks can be successfully mitigated.
- Documentation of the functional requirements of the PALMS system.
- Provide a recommendation to the County on a development and implementation strategy for PALMS.

Scope of Services

A hallmark of any Woolpert project is open and honest communication with our clients. Our approach is to ensure that our intentions are aligned with our clients' expectations. With that in mind, following is Woolpert's proposed statement of work for the PALMS Project. Each task is discussed identifying anticipated County responsibilities, Woolpert deliverables and key assumptions used in developing the associated fee schedule.

Task 1: Project Control Document and Status Meetings

Mr. Mark Seastead has been designated as the project manager for this project. However, Woolpert employs a team approach to project management. Mr. Sam Hopper has been designated as the Quality Assurance Manager and Mr. Bryan Dickerson, a principal in the firm, has been designated as the Principal in Charge. This team is well versed in all aspects of the PALMS project and will work closely with County staff to ensure this project's success. They

will provide practical technical leadership and will ensure that the best resources are available to execute the County's vision for this project.

Prior to the commencement of any other work on the project, Woolpert will develop a Project Control Document (PCD). This document will be based upon the information documented within this Statement of Work but will be refined based on feedback and suggestions from the County. The PCD will contain the following information:

- A detailed statement of the scope of the PALMS project identifying project goals and objectives and the overall approach.
- A description of the Woolpert project team with defined roles and responsibilities for each person.
- Documentation and clarification of assumptions used in developing the PCD and associated fee.
- Detailed descriptions of each task along with a corresponding project schedule that contains timeframes, dependencies and includes review and acceptance periods for each deliverable.
- Detailed description of the quality control and client signoff procedures and processes.

The draft PCD document will be provided for review to the County within one week of notice to proceed for this project. The PCD document will be a living document and will be maintained throughout the course of the project. Updates will occur no less than once every week and will be made available to the County Project Manager.

Other project management services will include:

- Creation of a secure project website for the dissemination of project information to the overall project team (both County and Woolpert personnel).
- Facilitation of an on-site project kickoff meeting. During this meeting the County Project Manager will describe the goals of the project, and then Woolpert will describe the project plan and approach, along with expected results from each task. Prior to this meeting the Woolpert team will meet with the County Project Manager and key project staff to discuss project expectations and goals.
- Submittal of weekly project status reports describing progress, percentage of tasks that are complete, outstanding action items, and raise any issues that have the possibility of impacting the project schedule or goals. It will be accompanied by a PDF version of the current project schedule, and all status report documents will be posted to the secure project web site along with e-mail delivery to the County Project Manager.
- Weekly project status meetings held via teleconference or in person if coinciding with other on-site project activities.
- On-site attendance and participation by the Principal in Charge and Project Manager at the monthly Executive Steering Body/Project Team meeting.
- Other general project management activities related to quality control (as documented and agreed upon in the PCD), monitoring of budgets and schedule and supervision of project staff.

Key Assumptions

- Weekly project status meetings will occur via teleconference and WebEx unless they coincide with on-site activities in which case, they will be held on-site.

County Responsibilities

- Provide a County point of contact for all project management issues and questions.
- Review and provide consolidated comments on Project Control Document within five (5) days of receipt of Draft PCD.
- Schedule with staff and provide facilities for on-site meetings and off-site conference calls.
- Review and accept project status reports.
- Schedule meeting space appropriate for the kickoff meeting.
- Coordinate and schedule meeting attendees.

Woolpert Deliverables

- Draft Project Control Document in MS Word or Adobe PDF format within five (5) days of project notice to proceed.
- Final Project Control Document in MS Word or Adobe PDF format.
- Kickoff meeting agenda in MS Word and/or Adobe PDF format.
- On-site project kickoff meeting.
- Kickoff meeting minutes in MS Word or Adobe PDF format.
- Revised project schedule from kickoff meeting in MS Project or Adobe PDF format which will be submitted to the County within five (5) days after the kickoff meeting.
- Weekly project status meeting agenda in MS Word or PDF format.
- Weekly project status meeting (either teleconference/WebEx or in-person) which will include a project schedule update (either MS Project or Adobe PDF format) and status report in MS Word or Adobe PDF format.
- Monthly, on-site attendance and participation by Project Manager and Principal in Charge at Executive Steering Body/Project Team meetings.
- On-going project management, including resource allocation, invoicing and general consulting.
- Password protected project website hosted on Woolpert extranet.

Task 2: Business Value Analysis

Woolpert will begin this task by researching the background information for the PALMS project. This will include the review of relevant past studies and documentation, interviewing the core project team as identified in the RFP, observing current operations and investigating existing information systems.

The approach Woolpert will take to this analysis will be to determine, through the project team interviews and investigations, what the key objectives are that the PALMS system must support in each department. Current systems and processes will be looked at, from a high level, to determine if they support these objectives. If not, what are the costs the County is incurring by not having a well functioning process and system in place for these purposes? These costs will include both hard costs (e.g. quantifiable dollar amounts) and soft costs (e.g. poor citizen services) and will allow the County and project team to better understand the problem to be solved through the completion of the PALMS project.

The results of this analysis will be documented in a draft Business Value Analysis Report and provided to the County for review. Once the County has an opportunity to review the information, it will be reviewed and presented to the project team through a Business Value Analysis Workshop. This workshop will serve to build consensus among the team members as to the following items:

- A description of the objectives the PALMS system is seeking to support for each department.
- The value, in both hard and soft benefits, that a successfully implemented PALMS system will be to the County and its constituents.
- Technology implications that will need to be considered by the project team.
- Organizational implications that will need to be considered when implementing such a system.

Following completion of this workshop, the results of the group's decisions and recommendations will be incorporated into the Business Value Analysis Report. This report will then be summarized and presented by Woolpert and the project team to the Executive Steering Body during a Business Value Analysis Briefing. Upon review, comment and acceptance by Executive Steering Body members, Woolpert will incorporate changes and submit the final PALMS Business Value Analysis Report for acceptance.

Key Assumptions

- Core project team (and follow-up) interviews will require no more than five (5) days on-site.
- It is anticipated that the Business Value Analysis Report is a document of roughly 20-40 pages in size in terms of order of magnitude.

County Responsibilities

- Provide relevant source documents, past studies and findings to Woolpert
- Schedule with staff and provide facilities for follow-up interviews with core project team.
- Provide necessary access to existing systems and data to facilitate a business value analysis.
- Project Team review and comment on Draft Business Value Analysis Report within five (5) days of receipt of document.
- Schedule with staff and provide facilities for Business Value Analysis Workshop.
- Schedule with staff and provide facilities for Business Value Analysis Briefing.

- Executive Steering Body review and comment on Draft Business Value Analysis Report within ten (10) days of receipt of document.
- Review and acceptance of Final Business Value Analysis Report.

Woolpert Deliverables

- Five (5) days of on-site interviews with Project Team and Executive Steering Body.
- Draft Business Value Analysis Report in MS Word or Adobe PDF format.
- One (1) day of on-site Business Value Analysis Workshop.
- One (1) day of on-site Business Value Analysis Briefing.
- Final Business Value Analysis Report in MS Word or Adobe PDF format.

Task 3: Gather, Review and Document Business Processes and Requirements

The completion of this task will result in the development of a master list of business processes, documentation of the critical business processes supported by the system and a completed set of system requirements for the PALMS solution. In essence, the purpose of this task will be to document the "why", the "how", and the benefits to expect as a result of the PALMS project.

Based on the information obtained from Task 2 and the initial list of business processes provided by the County, Woolpert will propose a master list of processes for the PALMS project. The approach used will be one where the project team, having agreed on the objectives each department has for the PALMS system; will identify the Key Performance Indicators (KPI's) that indicate whether a department is achieving its objectives. In essence, what tells each department that they are doing their job? From these KPI's the project team will examine those business processes that result in a KPI. It is those processes (and keeping in mind that each of these may have sub-processes within them that may need to also be examined) that will make up the master list of processes. In this manner, Woolpert hopes to achieve the County's goal of documenting processes to the level of detail necessary to evaluate a successful PALMS solution.

Woolpert will develop both a draft Business Process Mapping Report and System Requirements Specification. These reports will contain the master list of all business processes to be documented as part of the PALMS project and the system requirements for the subsequent solution. In addition, to assist the County in understanding how these processes and requirements will be documented, the County and Woolpert will together identify one set of processes that can be initially mapped and delivered in these preliminary draft documents. These processes should take no more than one week of on-site interviews to complete. The County will review these processes and subsequent system requirements, provide suggestions/comments for improvement and/or accept the format.

Upon acceptance of the process mapping format, requirements definition format, and the master list of processes, Woolpert will commence working with County staff to map all the identified business processes within the draft report. Upon completion Woolpert will deliver the full draft report to the County for review, comment and acceptance. Woolpert will utilize an approach whereby two separate teams of analysts/technical writers will be on-site performing the business process mapping interviews. This will ensure timely completion of the interviews and adherence to the estimated project schedule.

A similar approach will be used to determine the types of requirements that will need to be documented. For example, given a set of KPI's, what requirements must a software package be able to fulfill to allow a system to report on and achieve those KPI's? In this manner Woolpert hopes to also achieve the County's goal of documenting requirements to the level of detail necessary to evaluate a successful PALMS system. This information will be gathered, formulated and confirmed during the course of the business process mapping interviews and presented to the County in full draft format.

Upon completion of all business process mapping interviews and development of the full draft documents, Woolpert will present the full documents to the Project Team during an on-site workshop. The Project Team will then review and comment on the Draft Business Process Mapping Report and Draft System Requirements Specification. Following the workshop, the results of the group's decisions and recommendations will be incorporated into the draft documents. These reports will then be summarized and presented by Woolpert and the project team to the Executive Steering Body during a Business Process Mapping and System Requirements Briefing. Upon review, comment and acceptance by Executive Steering Body members, Woolpert will incorporate changes and submit the final Business Process Mapping Report and final System Requirements Specifications for acceptance.

Key Assumptions

- Business processes to be mapped will include the following (note that others may arise during the process but number used to estimate the required level of effort is based upon this list):
 - Regional Planning
 - Zoning Enforcement
 - Permitting and Inspection
 - Field Office
 - Fire
 - Pre-plans (building plan checks, fire alarm and fire sprinkler checks)
 - Land Development Plan Review
 - Environmental Impact Review
 - Fuel Modification
 - Fire Station Inspections
 - Petro Chemical Permit Applications
 - Area Offices
 - Environmental Health (note that EH processes are anticipated to have been mapped by the EH consultant. Woolpert efforts for these processes will be in the review of and coordination with EH and their consultant on these processes)
 - RFS/Code Enforcement
 - Request for Service
 - Court Liaison
 - Franchise Tax Board
 - Food Inspection and Permits
 - Housing Inspection and Permits
 - Specialty Program Permits and Inspections
 - Solid Waste
 - Water and Sewage
 - Recreational Health
 - Cross Connection

- Vector
- Vehicle Inspection Program
- Lead Program
- Wholesale Food Program
- Public Works
 - Construction Road and Flood Permits
 - Code Enforcement and Requests for Service
 - Lot Splits
 - Building Permits
 - Land Permits
 - E-Commerce
 - Wireless
- It is anticipated that no more than 60 meetings/interviews will be necessary to adequately document, map, and review each business process identified above. It is anticipated that these meetings will require no more than 105 man-days comprised of:
 - Five (5) days on-site utilizing one team (2 analysts and 1 technical writer per team).
 - Fifteen (15) days on-site utilizing two teams (2 analysts and 1 technical writer per team).
- Woolpert will be able to conduct interviews and presentations of findings using groups of 2-3 people at minimum.

County Responsibilities

- Schedule with staff and provide facilities for on-site business process mapping interviews and meetings.
- Project Team review and comment on Draft Master Business Process List within five (5) days of receipt of document.
- Project Team review and comment on preliminary Draft Business Process Mapping Report within five (5) days of receipt of document.
- Project Team review and comment on preliminary Draft System Requirements Specification within five (5) days of receipt of document.
- Schedule with staff and provide facilities for on-site Business Process Mapping and System Requirements Workshop.
- Executive Steering Body review and comment on full Draft Business Process Mapping Report within ten (10) days of receipt of document.
- Executive Steering Body review and comment on full Draft System Requirements Specification within ten (10) days of receipt of document.
- Review and acceptance of Final Business Process Mapping Report.
- Review and Acceptance of Final System Requirements Specification.

Woolpert Deliverables

- Draft Master Business Process List in MS Word or Adobe PDF format.
- Final Master Business Process List in MS Word or Adobe PDF format.
- Five (5) days of on-site Draft Business Process Mapping interviews utilizing one team of analysts.
- Preliminary Draft Business Process Mapping Report in MS Word or Adobe PDF format.
- Preliminary Draft System Requirements Specification in MS Word or Adobe PDF format.

- Fifteen (15) days of on-site Business Processing Mapping interviews utilizing two teams of analysts.
- Full Draft Business Process Mapping Report in MS Word or Adobe PDF format.
- Full Draft System Requirements Specification in MS Word or Adobe PDF format.
- One (1) day of on-site Business Process Mapping and System Requirements Workshop.
- One (1) day of on-site Business Process Mapping and System Requirements Briefing.
- Final Business Process Mapping Report in MS Word or Adobe PDF format.
- Final System Requirements Specification in MS Word or Adobe PDF format.

Task 4: Analysis of Most Complex Business Processes

Upon completion of the comprehensive documentation of business processes and requirements in Task 3, Woolpert will perform a detailed determination and analysis of the County's most complex processes. The purpose of this analysis is to identify those processes that not only serve as the most likely barriers to a successful implementation, but also those that will see the greatest benefit from process improvements and/or implementation of a PALMS solution. The results of this analysis will be documented in a draft Complex Business Process Report which will contain the following:

- Listing of the most complex business processes.
- Analysis of the reasons these processes are perceived to present barriers to a successful implementation.
- Recommendations for improvements to these processes (either technical or organizational in nature) and how they can best be incorporated into the PALMS requirements.

Once the County has an opportunity to review the information, it will be reviewed and presented to the Project Team through a Complex Business Process Workshop. This workshop will serve to build consensus among the team members as to those business processes that serve as the most complex processes that should be addressed by a PALMS solution.

Following completion of this workshop, the results of the group's decisions and recommendations will be incorporated into the Complex Business Process Report. This report will then be summarized and presented by Woolpert and the project team to the Executive Steering Body during a Complex Business Process Briefing. Upon review, comment and acceptance by Executive Steering Body members, Woolpert will incorporate changes and submit the final Complex Business Process Report for acceptance.

Key Assumptions

- It is anticipated that the Complex Business Process Report is a document of roughly 20-40 pages in size in terms of order of magnitude.

County Responsibilities

- Project Team review and comment on the Draft Complex Business Process Report within five (5) days of receipt of document.
- Schedule with staff and provide facilities for on-site Complex Business Process Workshop.

- Executive Steering Body review and comment on the Draft Complex Business Process Report within ten (10) days of receipt of document.
- Review and acceptance of Final Complex Business Process Report.

Woolpert Deliverables

- Draft Complex Business Process Report in MS Word or Adobe PDF format.
- One (1) day of on-site Complex Business Process Workshop.
- One (1) day of on-site Complex Business Process Briefing.
- Final Complex Business Process Report in MS Word or Adobe PDF format.

Task 5: Develop Scope of Optimal Enterprise System

Task 5 will seek to identify the optimal scope of the PALMS system. It is conceivable that processes and requirements will be mapped/documented/discovered that upon further analysis do not make a practical argument for inclusion into the PALMS scope. Therefore it is important to analyze the processes/requirements and their likely cost for including against the likely benefit if successfully implemented within the PALMS system.

The methodology used to determine the scope of the optimal enterprise system will follow the same objective-oriented approach as previously discussed:

1. Does this process/requirement help the County/Department meet its objectives?
2. Does this process/requirement help the County/Department achieve a Key Performance Indicator (KPI)?
3. Does the estimated cost/effort of doing so (#1 and #2) outweigh the benefit? If yes, re-evaluate the objective or KPI against the process accordingly.

Woolpert will facilitate a workshop with the project team to develop the optimal enterprise system scope. During the workshop, Woolpert will provide and present to the County a draft Optimal Scope of an Enterprise System document. This document will contain a list of processes and requirements that should be discussed. The County will be encouraged to also provide input into this list of discussion items. The objective of the workshop will be to review each item and build consensus among the project team members on the enterprise system scope.

Following completion of this workshop, the results of the group's decisions and recommendations will be incorporated into the Optimal Scope of an Enterprise System document. This document will then be summarized and presented by Woolpert and the project team to the Executive Steering Body during an Optimal Scope of an Enterprise System Briefing. Upon review, comment and acceptance by Executive Steering Body members, Woolpert will incorporate changes and submit the final Optimal Scope of an Enterprise System document for acceptance.

Key Assumptions

- Facilitated workshop will require no more than two (2) days on-site.

County Responsibilities

- Schedule with staff and provide facilities for on-site Optimal Scope of an Enterprise System Workshop.
- Project Team review and comment on the Draft Optimal Scope of an Enterprise System document within five (5) days of receipt of document.
- Executive Steering Body review and comment on the Draft Optimal Scope of an Enterprise System document within ten (10) days of receipt of document.
- Review and acceptance of Final Optimal Scope of an Enterprise System document.

Woolpert Deliverables

- Draft Optimal Scope of an Enterprise System document in MS Word or Adobe PDF format.
- Two (2) days of on-site Optimal Scope of an Enterprise System Workshop.
- One (1) day of on-site Optimal Scope of an Enterprise System Briefing.
- Final Optimal Scope of an Enterprise System document in MS Word or Adobe PDF format.

Task 6: Analysis of Common Data Elements and Business Process Interfaces

During the process of mapping the appropriate business processes Woolpert will verify the data elements, existing systems, any overlap of effort(s) across departments and areas of interface between departments. Woolpert will use this information, along with the business processes document in Task 3 to prepare a Common Data Elements and Business Process Interfaces report for the County. The County has asked that this report contain the following:

- Tabular and/or graphic representations of common data elements across two or more participating departments.
- Tabular and/or graphic representations of business process interfaces among two or more participating departments.

Woolpert agrees with this approach but will also document data elements that are common to two or more processes. This will assist the County in understanding not only what data is common to departments but also how frequently that data is used and thus how critical that data is to the success of a PALMS system implementation.

Woolpert will facilitate a workshop with the project team to review and refine this information. Following completion of this workshop, the results of the group's decisions and recommendations will be incorporated into the Common Data Elements and Business Process Interfaces Report. This report will then be summarized and presented by Woolpert and the project team to the Executive Steering Body during a Common Data Elements and Business Processes Briefing. Upon review, comment and acceptance by Executive Steering Body members, Woolpert will incorporate changes and submit the final report for acceptance.

Key Assumptions

- It is anticipated that the Common Data Elements and Business Process Interfaces Report is a document of roughly 40-60 pages in size in terms of order of magnitude.

County Responsibilities

- Project Team review and comment on Draft Common Data Elements and Business Process Interfaces Report within ten (10) days of receipt of document.
- Schedule with staff and provide facilities for on-site Common Data Elements and Business Processes Workshop.
- Executive Steering Body review and comment on the Draft Common Data Elements and Business Process Interfaces Report within ten (10) days of receipt of document.
- Review and acceptance of Final Common Data Elements and Business Process Interfaces Report.

Woolpert Deliverables

- Draft Common Data Elements and Business Process Interfaces Report in MS Word or Adobe PDF format.
- One (1) day of on-site Common Data Elements and Business Processes Workshop.
- One (1) day of on-site Common Data Elements and Business Processes Briefing.
- Final Common Data Elements and Business Process Interfaces Report in MS Word or Adobe PDF format.

Task 7: Develop Single Enterprise Process Flow

Once the business processes are mapped, common data elements and interfaces identified, and the scope of the optimal enterprise system is determined, Woolpert will work with the County to develop a single enterprise process flow. This process flow will attempt to combine all the major process flows (as sub-processes) into a single enterprise business process. The purpose of this will be to evaluate how each major process fits into the overall architecture of how the County achieves its permitting and land management business objectives at a macro level.

The single enterprise process flow will be documented and provided with a narrative of each step in the process. Along with the enterprise process flow, Woolpert will also analyze the business process for challenges, improvements, overall benefits, and areas of concern from an enterprise perspective. Assumptions used during the course of this analysis will also be documented. This information will be provided to the County via a draft Single Enterprise Process Flow document.

Once the County has an opportunity to review the information, it will be reviewed and presented to the Project Team through a Single Enterprise Process Flow Workshop. The purpose of this workshop will be to build consensus among team members on the accuracy and perceived benefits of the process flow, areas to be mindful of while creating an implementation plan for the PALMS system and organizational/procedural improvements that can be immediately made to benefit the County and its constituents.

Following completion of this workshop, the results of the group's decisions and recommendations will be incorporated into the Single Enterprise Process Flow document. This document will then be summarized and presented by Woolpert and the project team to the Executive Steering Body during a Single Enterprise Process Flow Briefing. Upon review, comment and acceptance by Executive Steering Body members, Woolpert will incorporate changes and submit the final Single Enterprise Process Flow document for acceptance.

Key Assumptions

- The enterprise process flow will be documented at no more than 2-3 "levels" deep in terms of sub-process details and narratives.

County Responsibilities

- Project Team review and comment on the Draft Single Enterprise Process Flow document within five (5) days of receipt of document.
- Schedule with staff and provide facilities for on-site Single Enterprise Process Flow Workshop.
- Executive Steering Body review and comment on the Draft Single Enterprise Process Flow document within ten (10) days of receipt of document.
- Review and acceptance of Final Single Enterprise Process Flow document.

Woolpert Deliverables

- Draft Single Enterprise Process Flow document in MS Word or Adobe PDF format.
- Two (2) days of on-site Single Enterprise Process Flow Workshop.
- One (1) day of on-site Single Enterprise Process Flow Briefing.
- Final Single Enterprise Process Flow document in MS Word or Adobe PDF format.

Task 8: Document Costs, Risks and Benefits of System Development Options

The County has recognized that, based on the results of the business process analysis and requirements performed in previous tasks, there may be several options for the implementation of the PALMS system. These options could include a single Commercial-Off-The-Shelf (COTS) software package, multiple packages integrated at key department/process interface points, custom software development, or a combination of the above.

Each of these options will be evaluated against the business and technical requirements of the PALMS system. Woolpert will prepare a draft Cost/Benefit Analysis document detailing the evaluation of each option. Each potential solution will be analyzed for the following:

1. What are the inherent risks in moving forward with this solution?
2. What are the costs, both initial acquisition and ongoing maintenance, associated with this solution?
3. Does this solution fit within the County's technical architecture and standards?
4. What is the estimated timeline for implementation?
5. What are the inherent benefits of this solution?

Once the County has an opportunity to review the information, it will be reviewed and presented to the Project Team through a Cost/Benefit Analysis Workshop. This workshop will serve to build consensus among the team members as to the viable potential alternatives for meeting County needs and costs and benefits of each option.

Following completion of this workshop, the results of the group's decisions and recommendations will be incorporated into the Cost/Benefit Analysis document. This document will then be summarized and presented by Woolpert and the project team to the Executive Steering Body during a Cost/Benefit Analysis Briefing. Upon review, comment and acceptance by Executive Steering Body members, Woolpert will incorporate changes and submit the final Cost/Benefit Analysis document for acceptance.

Key Assumptions

- None

County Responsibilities

- Project Team review and comment on the Draft Cost/Benefit Analysis document within five (5) days of receipt of document.
- Schedule with staff and provide facilities for on-site Cost/Benefit Analysis Workshop.
- Executive Steering Body review and comment on the Draft Cost/Benefit Analysis document within ten (10) days of receipt of document.
- Review and acceptance of Final Cost/Benefit Analysis document.

Woolpert Deliverables

- Draft Cost/Benefit Analysis document in MS Word or Adobe PDF format.
- One (1) day of on-site Cost/Benefit Analysis Workshop.
- One (1) day of on-site Cost/Benefit Analysis Briefing.
- Final Cost/Benefit Analysis document in MS Word or Adobe PDF format.

Task 9: System Recommendations

Based on the results of all previous tasks, Woolpert will develop an initial, draft set of recommendations for the PALMS solution. These recommendations will serve to steer discussions during the subsequent workshop but should not be treated as the final recommendations. It is important that, rather than Woolpert just presenting a recommendation, the project team be involved in this process. This is the purpose of the subsequent workshop. These recommendations will be documented in a draft Recommendations document and provided to the County for review.

Once the County has an opportunity to review the information, it will be reviewed and presented to the Project Team through a Recommendations Workshop. Woolpert will present the initial results of Task 9 to the project team and then provide our recommendation. We will encourage team members to question that recommendation and to present competing alternatives. However the goal will be to leave the workshop with a consensus decision as the approach to take for implementing the PALMS solution.

Following completion of this workshop, the results of the group's decisions and recommendations will be incorporated into the Recommendations document. This document will then be summarized and presented by Woolpert and the project team to the Executive Steering Body during a Recommendations Briefing. Upon review, comment and acceptance by Executive Steering Body members, Woolpert will incorporate changes and submit the final Recommendations document for acceptance.

Key Assumptions

- Recommendations workshop will require no more than three (3) days on-site to reach consensus.

County Responsibilities

- Project Team review and comment on the Draft Recommendations document within five (5) days of receipt of document.
- Schedule with staff and provide facilities for on-site Recommendations Workshop.
- Executive Steering Body review and comment on the Draft Recommendations document within ten (10) days of receipt of document.
- Review and acceptance of Final Recommendations document.

Woolpert Deliverables

- Draft Recommendations document in MS Word or Adobe PDF format.
- Three (3) days of on-site Recommendations Workshop.
- One (1) day of on-site Recommendations Briefing.
- Final Recommendations document in MS Word or Adobe PDF format.

Task 10: Develop Governance Recommendations and Implementation Strategy

Once a consensus approach has been agreed upon by the Project Team and Executive Steering Body, Woolpert will work with the County to develop an implementation plan for the PALMS system. This plan will contain the following elements:

- Recommendations for a governance structure, roles and responsibilities
- Recommendations for an Implementation/Development Strategy (phased approach, likely tasks, etc.)

Woolpert will prepare draft versions of both the Governance Structures, Roles and Responsibilities document and the Implementation Strategy document and provide to the County for review. Once the County has an opportunity to review the information, it will be reviewed and presented to the Project Team through a Governance and Implementation Strategy Workshop.

Following completion of this workshop, the results of the group's decisions and recommendations will be incorporated into the respective documents and combined with all previous documents into a draft PALMS Feasibility and Requirements Study (FRS) document. This document will then be summarized and presented by Woolpert and the project team to the Executive Steering Body via an Executive Steering Body Presentation. Upon review, comment

and acceptance by Executive Steering Body members, Woolpert will incorporate changes and prepare a subsequent presentation for the Board IT Deputies where the Final PALMS FRS document and project results will be presented for acceptance.

Key Assumptions

- Presentations to steering committee and board will require no more than two (2) days on-site.

County Responsibilities

- Project Team review and comment on the Draft Governance Structures, Roles and Responsibilities document within five (5) days of receipt of document.
- Project Team review and comment on the Draft Implementation Strategy document within five (5) days of receipt of document.
- Schedule with staff and provide facilities for on-site Governance and Implementation Strategy Workshop.
- Executive Steering Body review and comment on the consolidated Draft PALMS Feasibility and Requirements Study document within ten (10) days of receipt of document.
- Schedule Executive Steering Body Presentation.
- Schedule Board IT Deputies Presentation.
- Review and acceptance of Final PALMS FRS document.

Woolpert Deliverables

- Draft Governance Structure, Roles and Responsibilities document in MS Word or Adobe PDF format.
- Draft Implementation Strategy document in MS Word or Adobe PDF format.
- One (1) day of on-site Governance and Implementation Strategy Workshop.
- Draft PALMS Feasibility and Requirements Study document in MS Word or Adobe PDF format.
- One (1) day of on-site Executive Steering Body Presentation.
- Final PALMS Feasibility and Requirements Study document in MS Word or Adobe PDF format.
- One (1) day of on-site Board IT Deputies Presentation.

EXHIBIT – B

PRICING SCHEDULE

Woolpert's fee for these services is based on hourly rates for each category of service provider and associated direct expenses. Table 1 below lists each category of service provider, their proposed hours for the project and associated labor costs (both individually and total) for the PALMS project.

Table 1: Hours and Costs By Service Provider			
Resource	Hourly Rate	Hours	Labor Cost
Principal in Charge	\$ 180.00	398	\$ 71,640.00
Project Manager	\$ 175.00	832	\$ 145,600.00
QA/QC Manager	\$ 165.00	208	\$ 34,320.00
Business Analyst(s)	\$ 165.00	1,484	\$ 244,860.00
System Analyst(s)	\$ 150.00	246	\$ 36,900.00
Technical Writer	\$ 80.00	976	\$ 78,080.00
Administrative Support	\$ 80.00	45	\$ 3,600.00
Direct Costs	N/A	N/A	\$ 83,000.00
TOTALS		4,189	\$ 698,000.00

Table 2 lists estimated hours and costs for each task of the PALMS project.

Table 2: Costs and Hours by Task			
Name	Labor Hours	Total Cost	
Project Control Document and Status Meetings	116	\$ 31,680.00	
Business Value Analysis	600	\$ 102,960.00	
Document Business Processes and Requirements	1,782	\$ 277,540.00	
Analysis of Most Complex Business Processes	189	\$ 30,205.00	
Develop Scope of Optimal Enterprise System	170	\$ 31,220.00	
Common Data Elements and Business Process Interfaces	235	\$ 35,730.00	
Develop Single Enterprise Process Flow	228	\$ 40,500.00	
Costs, Risks and Benefits of System Development Options	181	\$ 30,545.00	
System Recommendations	311	\$ 56,560.00	
Develop Implementation Strategy	377	\$ 61,060.00	
TOTALS		4,189	\$ 698,000.00

Woolpert's total fee for this scope of services is six hundred ninety-eight thousand dollars (\$698,000.00).

EXHIBIT - C PAYMENT SCHEDULE

The following table details the payment schedule for the PALMS FRS Project. The associated final deliverable for each task as documented in the project schedule has been assigned an invoice value for payment purposes per the terms and conditions of the contract.

Table 1: Payment Schedule			
Deliverable Number	Name	Estimated Delivery Date*	Invoice Value
1.4	On-site Project Kickoff Meeting (Project Team)	02/20/08	\$ 19,512.00
2.2	Business Value Analysis Report (Draft)	03/10/08	\$ 46,782.00
2.5	Business Value Analysis Report (Final)	04/09/08	\$ 46,782.00
3.5	On-site Business Process Mapping Interviews	06/20/08	\$ 125,793.00
3.10	Business Process Mapping Report (Final)	07/29/08	\$ 125,793.00
4.4	Complex Business Process Report (Final)	09/04/08	\$ 28,084.50
5.4	Optimal Scope of Enterprise System (Final)	10/06/08	\$ 28,998.00
6.4	Common Data Elements and Business Process Interfaces Report (Final)	10/17/08	\$ 33,057.00
7.4	Enterprise Process Flow (Final)	11/18/08	\$ 37,350.00
8.4	Cost/Benefit Analysis (Final)	12/12/08	\$ 28,390.50
9.4	Recommendations Document (Final)	01/19/09	\$ 51,804.00
10.7	Board IT Deputies Presentation (Final)	02/26/09	\$ 55,854.00
NA	10% Retainage (Due upon acceptance of final deliverable)	02/26/09	\$ 69,800.00
			TOTALS - 698,000.00

*Note – Estimated delivery dates are based on an assumed notice to proceed of 2/04/2008. These dates may change based on the final accepted schedule in the Project Control Document.

EXHIBIT – D

CONTRACTOR'S WRITTEN RESPONSE TO COUNTY QUESTIONS (DATED NOVEMBER 14, 2007)

RESPONSES TO QUESTIONS ON WOOLPERT, INC. PROPOSAL

The County has selected a shortlist of firms to participate in oral interviews for the PALMS FRS project. Each firm was provided a list of questions containing questions for all firms and questions that are specific to that firm's proposal response. The County has requested that each firm respond to these questions in writing as part of the selection process. Following are Woolpert's responses to the County's questions.

Questions for All Proposers

1. What do you see as the greatest challenges to conducting this project successfully?

In Woolpert's opinion, the greatest challenge on the PALMS FRS project will be in getting all County parties involved to reach agreement. This is not because we foresee County personnel being difficult to work with but instead because the scope of the project is so far reaching, covering numerous departments, each with its own priorities. Getting all parties involved to agree on a comprehensive set of prioritized requirements or a solution that will meet those requirements, either custom or COTS, will be the biggest challenge of the project.

2. If not already addressed in your presentation, how do you propose to meet these challenges?

Although a big challenge, this is not a challenge unique to Los Angeles County. This is a challenge we at Woolpert have dealt with on numerous projects and with numerous organizations ranging in size from the Town of Taos, NM to the United States Air Force. We have developed an approach and a philosophy to how we complete these projects focused on dealing with this challenge from the very beginning of the project. In essence, our approach is one where we strive to build consensus throughout the project.

We start by ensuring that all parties involved, not just the Woolpert team, have a firm grasp of the problems that a PALMS solution must address. We work with County staff to make sure everyone involved understands the objectives of each department, the processes and workflows used to meet those objectives and where those processes break down or are hindered in the current environment.

When it comes time in the project to start discussing potential solutions, Woolpert will not simply make a recommendation. There are often many potential solutions to a problem, and the PALMS problem is likely no different. We will present alternative recommendations to the County making sure that County personnel understand the benefits and disadvantages of each possible solution. Woolpert will make a recommendation on a solution but more importantly, will work with you as part of the team to select an approach as a team. Our

project plan is one where the County is involved and informed in each step of the process and by its very nature facilitates a building of consensus throughout.

- 3. If you discover during the course of the project that the level of effort or time required to complete the project is more than you anticipated, how will you address this?**

This question can be addressed in two parts.

First, how confident is Woolpert in the scope, schedule and fee proposed in our project plan?

Woolpert has an excellent history in accurately forecasting costs and schedules for projects of this type. We are confident in our proposal. Cost and schedule overruns occur when there are areas of ambiguity in a scope, fee and schedule. As can be seen in our proposed project approach, we have taken great care to identify each Woolpert deliverable, County responsibilities and assumptions used in developing scope, schedule and fee for each task. We strongly feel that it is only through going to this level of detail that any proposer can stand behind their proposed project approach. We stand behind our proposal and are willing to engage in a lump sum contract to complete this scope of services. However, we would ask the County to review our assumptions used in developing our scope, schedule and fee. Should any assumptions appear to be incorrect or unreasonable, Woolpert would be open to discussion with the County to correct any errors and adjust our scope, schedule and fee accordingly.

Second, should our project plan prove incorrect, how does Woolpert propose addressing this and still completing the scope of services to the level of service the County expects and deserves?

Should the project require additional effort on Woolpert's part then we will add additional resources to the project to complete the work, regardless of where the project sits at that point financially. This is the risk Woolpert assumes by agreeing to a lump sum contract and the commitment we are willing to make to establish a strong relationship with the County. Should the project be simply running behind schedule due to extended County review times or additional time necessary for County personnel to reach decisions on matter then Woolpert would ask the County to extend the schedule to accommodate these delays. Woolpert has a vested interest in making the County PALMS project successful because Woolpert views every project we undertake as an investment in our professional reputation. Our future success is tied to your success on the PALMS project.

Questions for Woolpert, Inc.

- 1. Are the proposed project personnel all based in the Englewood, Colorado office?
What is the staff size of the Englewood office?**

As a national firm, Woolpert brings the strength of nearly 800 professionals to all our projects. The project team proposed for this project is primarily based out of the Englewood, Colorado office (staff size of 48 people). However, because we view the County as a strategic opportunity we have proposed a team comprised of experts from many of Woolpert's offices. Woolpert has extensive experience working as extended project teams. This is a normal practice for our projects as experience has taught us that having the right

people and skill sets available for a project are ultimately more important than proximity. The proposed project team is geographically located as follows:

Englewood, Colorado

- Bryan Dickerson (Principal in Charge)
- Mark Seastead (Project Manager)
- Andrew Borden (Systems Analyst)
- Susie Gappa (Administrative Support)

Phoenix, Arizona

- Kevin Shirer (Business Process Analyst)

Arlington, Virginia

- Sam Hopper (QA/QC Manager)

Orlando, Florida

- Christine Beverly (Technical Writer)

In addition, Woolpert will add to the project team with supporting staff (additional business process analysts, systems analysts, database administrators, etc.) as needed to supplement the core project team if needed. It is anticipated that the bulk of any additional resources that may be required will come from our Western Pacific offices, managed by Bryan Dickerson, in either Englewood, Colorado; Phoenix, Arizona; or Honolulu, Hawaii.

2. Confirm which projects the proposed team members have previously worked on together.

This project team has previously collaborated on the following projects:

City of Greeley, CO: GOWEST Project

- Bryan Dickerson
- Mark Seastead
- Sam Hopper
- Andrew Borden
- Kevin Shirer
- Christine Beverly

City of Indianapolis/Marion County: ISA Projects

- Bryan Dickerson
- Christine Beverly

City of Topeka, KS: Information Management Master Plan and Systems Implementation Projects

- Bryan Dickerson
- Andrew Borden
- Christine Beverly

Horry County, SC: IT Master Plan and Implementation Project

- Bryan Dickerson
- Sam Hopper
- Christine Beverly

United States Air Force: Various GeoBase, CIP Viewer and ERPIMS Projects

- Bryan Dickerson
- Sam Hopper
- Andrew Borden
- Christine Beverly

City of Phoenix, Arizona: Sky Harbor International Airport Systems Implementation

- Bryan Dickerson
- Mark Seastead
- Kevin Shirer
- Andrew Borden
- Christine Beverly

3. Clarify the amount of onsite time your team will be spending with Los Angeles County.

Woolpert has proposed a total of 26 working days onsite (approximately 1 month) for the PALMS project. Each effort varies as to the number of people that will be onsite for that task. Additional information, per task, is provided below:

- Task 1: Project Control Document and Overall Project Management
 - Project kickoff meeting – 1 day x 3 people
- Task 2: Business Value Analysis
 - Core project team interviews – 3 days x 3 people
 - Business value workshop – 1 day x 2 people
- Task 3: Gather, Review and Document Business Processes and Requirements
 - Interviews for draft business process mapping report – 2 days x 2 people
 - Remaining interviews for business process mapping report – 13 days x 2 people
- Task 4: Analysis of Most Complex Business Processes

- oNone
 - Task 5: Develop Scope of Optimal Enterprise System
 - oScoping workshop – 2 days x 2 people
 - Task 6: Analysis of Common Data Elements and Business Process Interfaces
 - oNone
 - Task 7: Develop Single Enterprise Process Flow
 - oProcess flow workshop – 2 days x 2 people
 - Task 8: Document Costs, Risk and Benefits of System Development Options
 - oNone
 - Task 9: System Recommendations
 - oRecommendations workshop – 2 days x 2 people
 - Task 10: Develop Governance Recommendations and Implementation Strategy
 - oPrepare and conduct Executive Steering Body presentation – 2 days x 3 people
 - oPrepare and conduct IT Board presentation – 1 day x 3 people
- 4. Confirm that your project team members have the experience needed to deal with a client of the size and complexity of Los Angeles County.**

As discussed in previous questions, the proposed project team has worked together on similar projects for similar organizations in the past. Our team understands the elements involved with the PALMS project. However, Los Angeles County is a large organization and, like all organizations, has objectives and challenges that are unique to it. Our staff has worked with organizations as small as 5,000 person towns to entities as large as multiple commands (Mobility Command, Materiel Command, Space Command, etc.) within the United States Air Force. While the County will present some unique challenges, we have a proposed a team that is experienced and prepared to make the PALMS project a successful one.

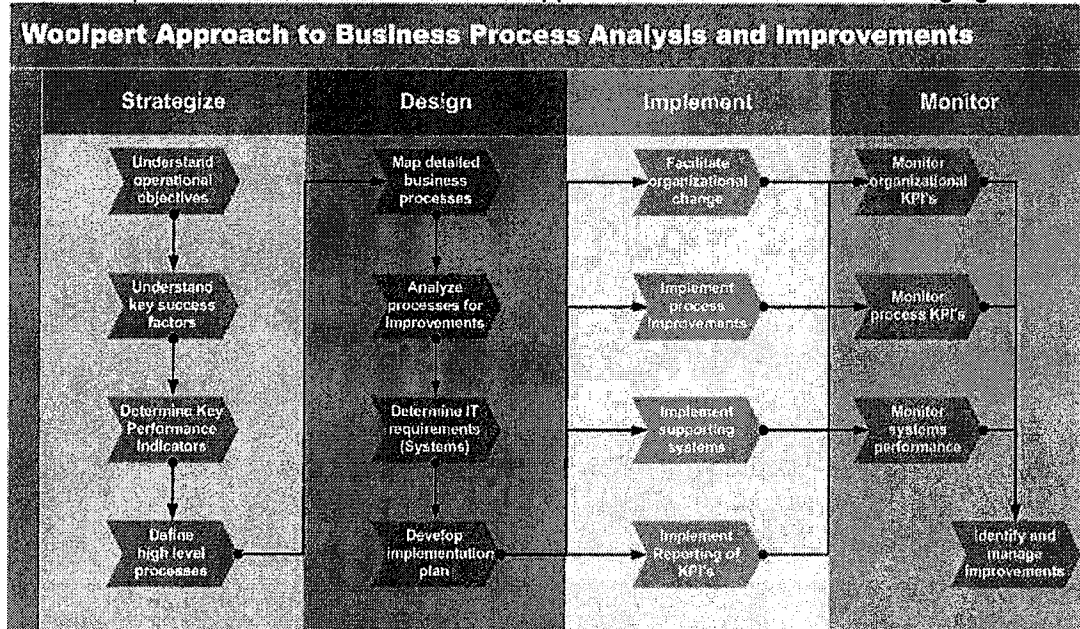
- 5. Confirm that the detailed Project Plan will be updated and presented to the County Project Manager no less than every 2 weeks (RFP p. 51 – Appendix A, Task 1.1.1.1).**

Yes, the detailed project plan will be updated and presented to the County Project Manager no less than every 2 weeks. This will be done either in person, in conjunction with other onsite activities, or via the secure project website.

- 6. Clarify the process for presenting findings and recommendations to the Executive Steering Committee and for gaining their approval.**

Woolpert's approach to presenting findings and recommendations of this type is essentially a microcosm of our project approach. Executive level staff typically wants to know that investment in the types of programs that result from these studies will be money well spent. This means that the resultant system must support the business objectives of the County and should have a measurable return on the investment required to implement. Our

process for presenting this information, albeit summarized to an appropriate level for an executive presentation, follows our overall approach illustrated in the following figure:



We will present the high level objectives of each department, the high-level performance indicators used by the management of each department to evaluate whether they are meeting those objectives, the high-level business processes that support the objectives and generate the performance indicators and summarize where the challenges are that prevent the County from efficiently meeting their objectives. We will then detail the project team's recommendation for moving forward and implementing a PALMS system, discussing the anticipated costs, benefits, and ROI (in terms of both hard and soft benefits) from the recommended approach. This style and format of presentation attempts to make this as objective a process as possible and one that presents a recommendation from the project team (both Woolpert and the County), not just the consultant.

We also understand that you are the ones most familiar with your executive management and the type and detail of information they desire. We have anticipated in our project plan time for working with the project team to refine this presentation and content as you best see fit and will be flexible in our approach as necessary to convey the right message to the County's executive leadership.

EXHIBIT – E

CONTRACTOR'S PROPOSAL DATED OCTOBER 12, 2007

(INCORPORATED BY REFERENCE)

EXHIBIT – F

***COUNTY'S RFP DATED AUGUST 2007
COUNTY'S ADDENDUM #1 DATED SEPTEMBER 28, 2007
(BOTH INCORPORATED BY REFERENCE)***

EXHIBIT – G
CONTRACTOR'S EEO CERTIFICATION

Woolpert, Inc. _____
Contractor Name
116 Inverness Drive East, Suite 105, Englewood, CO 80112
Address
20-1391406
Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. Yes ☒ No ☐
2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. Yes ☒ No ☐
3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. Yes ☒ No ☐
4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. Yes ☒ No ☐

SCOTT P. CATTAN, VICE PRESIDENT

Authorized Official's Printed Name and Title


Authorized Official's Signature

12/12/07
Date

**EXHIBIT – H
COUNTY'S ADMINISTRATION**

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: John Fullinwider _____
Title: CIO _____
Address: 500 W. Temple St, Suite 493
Los Angeles, CA. 90012
Telephone: 213-974-2008 _____
Facsimile: 213-613-4732 _____
E-Mail Address: jfullinwider@cio.lacounty.gov _____

COUNTY PROJECT MANAGER:

Name: John Arnstein _____
Title: Associate CIO _____
Address: 500 W. Temple St, Suite 493
Los Angeles, CA. 90012
Telephone: 213-974-1712 _____
Facsimile: 213-613-4732 _____
E-Mail Address: jarnstein@cio.lacounty.gov _____

EXHIBIT – I
CONTRACTOR'S ADMINISTRATION

NAME: Woolpert, Inc. _____

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER:

Name: Mark Seastead _____
Title: Project Manager _____
Address: 116 Inverness Drive East, Suite 105 _____
Englewood, CO 80112 _____
Telephone: 303-925-1400 x3746 _____
Facsimile: 303-925-1401 _____
E-Mail Address: mark.seastead@woolpert.com _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Scott Cattran _____
Title: Vice President, Director of Enterprise Information Management _____
Address: Woolpert, Inc.
116 Inverness Drive East, Suite 105
Englewood, CO. 80112
Telephone: 303-925-1400 x3712 _____
Facsimile: 303-925-1401 _____
E-Mail Address: scott.cattran@woolpert.com _____
Name: Bryan W. Dickerson _____
Title: Associate, Western Pacific Group Manager, Enterprise Information
Management _____
Address: 116 Inverness Drive East, Suite 105 _____
Englewood, CO 80112 _____
Telephone: 303-925-1400 x3716 _____
Facsimile: 303-925-1401 _____
E-Mail Address: bryan.dickerson@woolpert.com _____

Notices to Contractor shall be sent to the following:

Name: Bryan W. Dickerson _____
Title: Associate, Western Pacific Group Manager, Enterprise Information Management
Address: Woolpert, Inc. _____
116 Inverness Drive East, Suite 105
Englewood, CO. 80112 _____
Telephone: 303-925-1400 x3716 _____

Facsimile: 303-925-1401_____

E-Mail Address: bryan.dickerson@woolpert.com_____

EXHIBIT – J

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME Woolpert, Inc. _____ Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR'S ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's employees must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor hereby agrees that it and Contractor's Staff will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor agrees that it and Contractor's Staff will forward all requests for the release of any data or information received to County's Project Manager.

Contractor hereby agrees that it and Contractor's Staff shall keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor agrees that it and Contractor's Staff shall protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor agrees that it and Contractor's Staff shall report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware. This Confidentiality Agreement does not apply to any disclosures of such confidential information that the Contractor or Contractor's Staff are required to make pursuant to law, regulations or court order, provided, however, that Contractor gives prompt written notice thereof to allow County to take whatever action it deems necessary to protect its confidential information.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: 12 / 12 / 07

PRINTED NAME: _____

SCOTT B. CATTRAN

POSITION: _____

VICE PRESIDENT

**Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE**

EXHIBIT – K

Page 1 of 3

JURY SERVICE ORDINANCE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

**Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE**

EXHIBIT – K

Page 2 of 3

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002; Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002; Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

EXHIBIT – K

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
1. Has ten or fewer employees during the contract period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

EXHIBIT - L
SAFELY SURRENDERED BABY LAW

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

www.babysafela.org

No shame. No blame. No names.

Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafe.la.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grandstaff, Executive Secretary

Department of Social Services
Alta Charo, Director



Los Angeles County Board of Supervisors

Glenn M. Mallon, Supervisor, First District

Wonnebrah Wells Burke, Supervisor, Second District

Zelma J. Jivky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael G. Antonovich, Supervisor, Fifth District

This initiative is also supported by Fire 6 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 26, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafe-la.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
David A. Harris, Service Agency
Grant Richardson, Secretario

Departamento de Servicios Sociales
Richard J. Garcia, Secretario
Kim M. Jones, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Wonne Blair-Vaite-Burke, Supervisora, Segundo Distrito

Zoya Galyas, Supervisora, Tercer Distrito

Dan Knabe, Supervisora, Cuarto Distrito

Michael B. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa también está disponible por first o LA y INFO LINE del Condado de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, los padres puedan entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambian de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adónde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

**Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infórmelo
qué otras opciones tiene.**

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.